

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LBR PLUMBING & HEATING CORP.,

Plaintiff,

-against-

CALLAHAN, INC.,

Defendant.

CASE No.: 7:17-cv-08231-KMK-PED

JUDGMENT

CALLAHAN, INC.,

Third-Party Plaintiff,

-against-

**TALISMAN CASUALTY INSURANCE
COMPANY LLC,**

Third-Party Defendant.

This matter was brought before the Honorable Kenneth M. Karas, U.S.D.J. on a Motion for Summary Judgment by third-party defendant/cross-claimant, Talisman Casualty Insurance Company ("Talisman"), against plaintiff, LBR Plumbing & Heating Corp. ("LBR"), which was heard on April 17, 2020.

The Court Orders that Judgment be entered in favor of Talisman and against LBR in the amount of Eighty Four Thousand Dollars and no cents (\$84,000). The parties agree that payment will be made as follows:

LBR shall make fourteen (14) equal payments of Six Thousand Dollars and no cents (\$6,000) to Talisman commencing on May 10, 2020 and payments 2 through 13 will be due on a monthly basis on the 10th of each month thereafter until the sum of Eighty Four Thousand Dollars and no cents (\$84,000) is paid in full.

Payment of Eighty Four Thousand Dollars and no cents (\$84,000) will be in full satisfaction of Talisman's attorneys' fees and costs incurred through April 17, 2020. If payment is made as required by this Judgment, there shall be no additional fees or costs payable to Talisman.

If LBR fails to make any payment when due, Talisman shall have the right to file the Affidavit of Confession of Judgment (the "Affidavit") annexed hereto as **Exhibit "A"** with the Supreme Court of the State of New York, Westchester County or any other jurisdiction. LBR's counsel shall provide a fully executed Affidavit to Talisman's counsel within ten (10) days of the date of this Judgment. A default shall be defined as failure of LBR to make payment within five days of the due date. In the event of default, Talisman shall be entitled to all further attorneys' fees and costs incurred in enforcement of the collection of the Judgment and all fees and costs permitted under its Agreement of Indemnity with LBR and interest pursuant to 28 U.S.C. 1961.

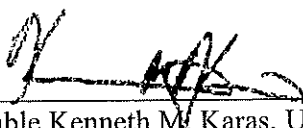
In the event that LBR obtains an affirmative recovery from Callahan, Inc., whether by settlement, adjudication or other means, LBR shall utilize any funds received from Callahan to pay Talisman the unpaid balance of the judgment amount of Eighty Four Thousand Dollars and no cents (\$84,000). In the event LBR's affirmative recovery is not sufficient to satisfy Talisman's Judgment in full, LBR shall continue making monthly payments until Talisman's Judgment is satisfied

SO ORDERED

Dated:

5/14/20

By:


Honorable Kenneth M. Karas, U.S.D.J.